

Independence

Teamsters #238 (Police)

7/1/2005 6/30/2008

AGREEMENT

between

CITY OF INDEPENDENCE

and

TEAMSTERS LOCAL 238

covering the Police Department

7/1/2005 to 6/30/2008

CITY OF INDEPENDENCE POLICE DEPARTMENT
July 1, 2005 - June 30, 2008

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AGREEMENT

This Agreement made and entered into this first day of July, 2005 by and between the City of Independence Police Department, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", mutually agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1

The City of Independence hereby recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of all full-time and part-time employees of the City of Independence Police Department, including sergeants, police officers/patrolmen and dispatchers; excluding the Mayor, Chief of Police, Assistant Chief, all elected officials, supervisors, clerical employees and all others excluded by the Act.

Section 1.2

The Union recognizes the employees' responsibility to cooperate with the City of Independence to assure maximum service to the public.

ARTICLE 2 DEFINITIONS

Section 2.1

Definitions of terms used in this Agreement:

1. Wherever the term "Employee" and "Employees" appears, it shall refer only to the regular full-time employees within the bargaining unit, unless otherwise specified.
2. The term part-time employee shall refer to a person regularly employed by the City who is working less than thirty (30) hours per week.
3. The words "his/her" as used in this Agreement, shall be interpreted to include both masculine and feminine gender.
4. The term "Employer" as used in this Agreement, shall mean the City of Independence, Iowa, or its duly authorized representatives.
5. The term "Union" as used in this Agreement, shall mean Chauffeurs, Teamsters and Helpers Local 238, or its designed representatives.
6. Length of continuous service as that term is used in this Agreement shall mean employment with the City which is uninterrupted except by reason of approved leave of absence or by layoff if less than twelve (12) consecutive months.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

This Agreement shall not interfere with, modify or limit the City in the service of its function of control and management of the City. The Union agrees that in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the City shall have the exclusive power, duty and right to: direct the work of its public employees including part-time employees; hire, promote, demote, transfer, assign and retain public employees positions within the public agencies; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees, including part-time employees, from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the public employers operations are to be conducted; take such action as may be necessary to carry out the mission of the public employers; initiate, prepare, certify and administer the annual budget; and to exercise all powers and duties granted to the public employer by law, except as specifically modified by this Agreement.

ARTICLE 4 UNION DUES AND CHECK OFF

Section 4.1

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and all uniform assessments of the Local Union having jurisdiction over such employees provided the Employer has first been presented with an individual written order therefore signed by the employee, all in the manner as set forth in Section 20.9 Code of Iowa, 1995, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements unless the employee shall give thirty (30) days written notice to the Employer and Local Union of cancellation.

Section 4.2

Union dues shall be deducted in equal amounts the first two pay periods of each month and shall be remitted after the second day of each following month.

Section 4.3

The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for the Union from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of Teamsters Local Union No. 238.

ARTICLE 5 BULLETIN BOARDS

Section 5.1

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

ARTICLE 6 DEPARTMENTAL RULES

Section 6.1

Each employee including any part-time employee is expected to follow all written and verbal directives. It is agreed that conformance with written and verbal directives does not jeopardize the employee's right to file grievances.

Section 6.2

Each employee including any part-time employee and the Union will be provided with a copy of all departmental rules and regulations.

ARTICLE 7 UNION REPRESENTATIVES-VISITATION

Section 7.1

Authorized representatives of the Union shall be permitted to visit the Police Station to ascertain that the Agreement is being complied with. Said representative is not to interfere with the Employers operation of business.

Section 7.2

Upon reasonable request, during regular business hours, the Employer shall produce for examination by an employee including any part-time employee, or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 8 STEWARDS

Section 8.1

Employer recognizes the right of the Union to designate one steward from each department.

Section 8.2

A steward is expected to contact other employees including part-time employees regarding grievances at the shift change unless they secure prior permission from the Department Head. He may not leave his job assignment or cause another employee including any part-time employee to leave his job assignment unless he has approval from the department head.

Section 8.3

The authority of job stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances with the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union and its officers, provided such messages and information:

- 1) have been reduced to writing, and
- 2) if not reduced to writing, are of a routine nature and does not involve work stoppages or slow downs.

The Union recognizes that job stewards have no authority to take any strike action or any other action interrupting the Employer's operations.

Section 8.4

The Union, where an unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of the Iowa Statute has occurred, shall promptly order its members to return to work.

ARTICLE 9 PROBATIONARY EMPLOYEE

Section 9.1

Every applicant who is employed shall be deemed on a probationary basis for a period of twelve (12) months during which time they may be discharged at the sole discretion of the Employer. If not discharged by the end of the twelve (12) month period, they shall become a regular employee or part-time employee of the department, whichever applies.

Every applicant who is employed shall be deemed on a probationary basis for a period of twelve (12) months if the employee is not certified and six (6) months if the employee is certified during which time they may be discharged at the sole discretion of the Employer. If not discharged by the end of the twelve (12) or six (6) month period, they shall become a regular employee or part-time employee of the department, whichever applies.

ARTICLE 10 SENIORITY

Section 10.1

The Employer shall post complete seniority lists of the employees covered by this Agreement on January 1 and July 1 of each year. A copy of such seniority list shall be given to the Union.

Section 10.2

An employee shall have the following seniority:

- 1) City seniority means an employee's length of continuous service with the Employer since his last date of hire.
- 2) Department seniority shall be that seniority dating from the first day of present employment in the Police Department, which date may or may not coincide with City seniority.

Section 10.3

New regular employees shall serve a probationary period in accordance with Article 9. After the completion of the probationary period, employees may be added to the seniority list retroactive to their date of hire.

Section 10.4

An employee's seniority shall terminate upon any of the following conditions:

- a. Voluntary quit;
- b. Discharge for cause;
- c. The employee is laid off and not re-employed by the City within twelve (12) consecutive months of the day of layoff;
- d. The employee fails to report to work within seven (7) calendar days after being recalled from layoff;
- e. The employee fails to return to work within three (3) working days after the termination of an approved leave of absence;
- f. Failure to secure proper leave of absence;
- g. The employee's absence from work for three (3) or more working days without notice to the employee's supervisor regardless of cause unless the employee is physically unable to give the City any form of notice, as verified by a physician's statement.
- h. Working another job while on leave for any purpose unless written approval is received from the department head or his designee in advance.
- i. The Employer receiving medical certification that permanently restricts the employee from performing essential duties.

Section 10.5

In the event of layoff, the last person hired shall be the first laid off in their department.

Section 10.6

Upon recall, the employees would be returned to work in the reverse order of layoff provided, however, said employee(s) possessed the necessary skill and qualifications to perform the job. An employee on layoff shall receive a notice of recall which shall be by certified mail at the employee's last known address. It shall be the responsibility of the employee to notify the City of the employee's current address. Failure of the employee to pick up the certified letter of notice of recall within seven (7) days from the date of postmark of such notice shall constitute receipt of notice of recall for purposes of this paragraph. The employee must respond to the recall notice within three (3) days after receipt thereof and actually report to work within seven (7) days after receipt of notice unless otherwise mutually agreed. If the employee fails to follow the provisions of this section all rights to recall are waived.

Section 10.7

If an employee is selected by the Employer for a supervisory position outside the bargaining unit, such employee may be granted a six (6) month probationary period for the purpose of qualifying for such job. At the end of such six (6) month period, the employee so selected shall either return to his/her former job or forfeit all accumulated seniority rights in the bargaining unit.

Section 10.8

Seniority: In the event the Employer should merge with any other public employer who provides the same services as recognized under Article 1.1 of this Agreement, then all current employees shall be entitled to all seniority and seniority benefits as they were entitled to under this Agreement.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees, full-time or part-time, regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be handled in accordance with the following procedure.

Section 11.2

Informal: An employee, full-time or part-time, shall discuss a complaint or problem orally with their immediate supervisor or his designated representative within five (5) working days from the date the employee knew or in the exercise of ordinary care should have known of the alleged violation.

Section 11.3

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved full-time or part-time employee or the Union may present a grievance in writing to the department head or his designee within ten (10) working days after the date of the informal discussion. Within five (5) working days after the delivery of the formal grievance, the department head or his designee shall indicate in writing his decision on the grievance and deliver a copy thereof to the grievant, the steward, and the Union.

Section 11.4

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievance will be referred to the Chief of Police who will schedule a meeting with the Union to discuss the grievance within ten (10) working days. The Union and the Chief of Police may each designate additional individual(s) to participate in the meeting. Within five (5) working days after the meeting, the Chief of Police will issue a written decision to the Union representative

Section 11.5

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fifteen (15) days from the receipt of the decision from Step 2.

Section 11.6

Within five (5) working days after the date of delivery of the written intent for arbitration, either party may request a panel of five (5) arbitrators from the Public Employment Relations Board or meet to select an arbitrator mutually acceptable and shall obtain a commitment from said arbitrator for service.

Section 11.7

Within five (5) working days after receipt of the panel of arbitrators, the City and the Union shall meet and determine by lot which party shall have the right to remove the first name from the list. Immediately thereafter, the parties shall each alternately strike names from the list until just one remains, who shall then serve as arbitrator. The parties shall immediately notify the Public Employment Relations Board of their selection.

Section 11.8

The arbitrator so selected shall confer with the designated representatives of the City and Union and hold hearings promptly. The arbitrator's decision shall be in writing and shall be final and binding upon both parties. The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

Section 11.9 Group Grievance:

If a grievance affects more than one employee of the department, or more than one division, such a grievance may be commenced at Step 1 of the grievance procedure. In such event, and in order to be considered timely filed, such a grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or in the exercise of reasonable care, should have been discovered by the employee(s). Thereafter, a group grievance shall follow the procedure as set forth above.

Section 11.10 Time Limits:

The time limits prescribed in the grievance procedure may be extended only upon mutual written agreement of the parties.

In the event the grievant does not proceed from one step of the grievance procedure to the next step of the grievance procedure within the specified time limits, the grievance shall be considered settled and dropped on the basis of the last disposition given by the City.

In the event the City or its designated representative does not deliver the required disposition called for at any step of the grievance procedure within the time limits specified herein, the grievant(s) may proceed to the next step of the grievance procedure in the same manner as if the disposition had been so delivered.

Section 11.11 Privacy at Meetings - Open Hearings:

All meetings conducted under the foregoing grievance procedure shall be held in private, and shall include only authorized representatives of the City, the aggrieved person(s) and witnesses and their representatives. Hearings before an arbitrator will, however, be open to the public.

Section 11.12 Employee Rights:

Any aggrieved person(s) may be represented at all steps of the grievance procedure by himself, a representative of his choosing, or at his option by a representative of the Union. Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE 12 DISCHARGE OR SUSPENSION

Section 12.1

Any employee's employment may terminate upon any of the following conditions:

- a. Voluntary quit;
- b. Discharged for cause unless revised by a third party with the authority to make such decisions;
- c. The employee is laid off and not reemployed by the City within twelve (12) consecutive months of the day of layoff;
- d. The employees fails to report to work within seven (7) calendar days after being recalled from layoff;
- e. The employee fails to return to work within three (3) working days after the termination of an approved leave of absence;
- f. Failure to secure proper leave of absence;
- g. The employee's absence from work for three (3) or more working days without notice to the employee's supervisor regardless of cause unless the employee is physically unable to give the City any form of notice, as verified by a physician's statement;
- h. Working another job while on leave for any purpose unless written approval is received from the department head or his designee in advance;
- i. The Employer receiving medical certification that permanently restricts the employee from performing essential duties.

Section 12.2

Any employee not subject to immediate discharge as set forth in Article 12.1 shall be disciplined according to the following schedule:

1. The employee shall be warned verbally. Said verbal warning shall be reduced to writing.
2. A second written warning notice shall result in a three (3) day suspension without pay.
3. A third written warning notice shall constitute cause for discharge.

Section 12.3

A steward will be promptly advised if an employee is placed on warning or discipline. A steward and the Union will be notified of the discharge of any employee, and if the employee so desires, may be present at the time of the discharge. If any employee so requests, a steward shall be present as a witness when any employee is requested to report to a supervisor because of a possible or suspected rule violation.

Section 12.4

The Employer shall review with the employee any complaint received on the employee that is to be placed in his personnel file.

Section 12.5

Upon reasonable request during regular business hours, any employee shall be permitted access to review his personnel file in the Police Department or Personnel Department. If, upon examination of the file, an employee objects to material in the file, he may furnish a statement to be included with the material in question. Such statement will be retained with the file as long as the subject matter of the dispute remains in the file.

ARTICLE 13 HOURS OF WORK

Section 13.1

The regular work period shall consist of five (5) eight (8) hour days, forty (40) hours per week. This is not to be interpreted as a guarantee of any number of hours of work per work period.

Section 13.2

Shift times shall be defined as follows:

POLICE:

1ST SHIFT: 7:00 AM to 3:00 PM and shall include the following listed starting time: 8:00 AM to 4:00 PM

2ND SHIFT: 3:00 PM to 11:00 PM and shall include the following listed starting time: 8:00 PM to 4:00 AM

3RD SHIFT: 11:00 PM to 7:00 AM

DISPATCHERS:

1ST SHIFT: Midnight to 8:00 AM

2ND SHIFT: 8:00 AM To 4:00 PM

3RD SHIFT: 4:00 PM to Midnight

Section 13.3 Days Off:

Days off may be changed on the same shift or another shift with the approval of the shift commanders who may be affected. In no case will such changes result in the payment of overtime. Days traded with another employee shall be paid back within a thirty (30) day period. Trades shall be limited to the same classifications and qualifications and shall attempt to be made within the employee's own shift first.

Section 13.4 Overtime:

Employee shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for hours actually worked in excess of eight (8) hours in a day or forty (40) hours in any work week. If the Department conducts roll calls, the time shall be considered paid time. Any granted paid leave hours such as sick leave, funeral leave, vacation, or holiday time coming will be counted as time worked in computing forty (40) hour work week. All overtime hour calculations shall be computed to the nearest one-tenth hours.

Except in emergency cases, overtime hours necessitated shall be posted seven (7) days in advance of the inception of overtime; e.g.: replacement for vacations, etc. Any and all overtime hours shall be offered on the basis of seniority. For the purposes of this Article, seniority shall be based on the prior number of overtime hours an employee has worked, with the person having the lowest number of overtime hours worked being the first person offered additional overtime hours. A list of all overtime hours worked shall be posted and kept current. Should two (2) employees have the same number of overtime hours and their total overtime hours also be the lowest, then the employee with the most department seniority shall be the first person offered the overtime. Any refusal to work overtime shall be in writing and the hours refused shall then be offered to the employee having the next lowest total of overtime hours. The accumulation of overtime hours shall be on an annual basis.

Section 13.5 Recall:

An employee called back after his regular shift for reasons beyond his control, shall be given two (2) hours work on his own job or other available work, or a minimum of two (2) hours pay at one and one-half (1 1/2) times his basic hourly rate. Such hours will not constitute a days work for the purpose of calculating overtime.

Section 13.6 Call In Time:

An employee called to work prior to his scheduled shift shall be paid at the rate of one and one-half (1 1/2) times his basic hourly rate for the time worked outside the employee's scheduled shift.

Section 13.7 Reassignment Commands:

When a commanding officer is absent and a reassignment is made, it shall be made in writing stating who is responsible during his absence, and a copy of such shall be placed on the appropriate bulletin board.

Section 13.8 Mandatory Meetings:

Employees shall be notified four (4) days in advance of any departmental meetings, training sessions, shoots, or educational programs that are mandatory and be paid for a minimum of two (2) hours or the actual amount of time spent, whichever is greater, for all meetings.

Section 13.9 Court Appearance:

Any employee having to appear in court other than in their working hours will be given a minimum of two (2) hours overtime unless it is attached to their watch at the beginning or at the end, then it will be the actual amount of time spent.

Section 13.10 Rest Periods:

Each employee shall be allowed the following rest periods with pay:

<u>Dispatcher</u>		<u>Officer</u>
15 minutes	1st half of shift	15 minutes
30 minutes	lunch	30 minutes
15 minutes	2nd half of shift	15 minutes

Section 13.11 Compensatory Time:

- A. Accrual:
If mutually agreeable, an employee may be reimbursed for overtime for compensatory time off, with the actual hours off being calculated at the time and one-half the number actually worked. The employee may accumulate no more than forty (40) hours of compensatory time at any one time. Compensatory time earned may be carried forward as long as it does not exceed the forty (40) hours.
- B. Utilization:
To avoid scheduling conflicts, the employee and the department head must agree on the use of compensatory time forty-eight (48) hours prior to the date requested for utilization, unless otherwise mutually agreed.
- C. Accrued Compensatory Time at Retirement/Separation of Employment:
At the time of retirement or separation, accrued compensatory time shall be utilized by giving the employee the appropriate paid time off prior to actual retirement or separation date. Any employee on paid leave while depleting his/her compensatory time prior to retirement or separation shall continue to accrue regular benefits until the actual date of retirement or separation.

ARTICLE 14
SHIFT BID - JOB BIDDING

Section 14.1

The parties mutually recognize that the City of Independence Police Department is divided into shifts. To insure efficient operation of the Department, the Chief shall assign shifts in a manner to provide a balance of qualified personnel on each of the respective shifts.

Once each year, sixty (60) days prior to July 1, each employee may select in writing the shift he/she wishes to work for the rest of the year to be effective July 1 through June 30. Shift selection shall be awarded by seniority.

Section 14.2

Total department seniority shall be used for the purpose of selection of bid jobs, layoff, or shifts to be worked. Department seniority shall be used for selection of days off, selection of holidays to be off, or selection of vacation dates when openings are available within the respective groups or shifts.

Bid jobs shall be defined as those special assignments which may, from time to time, be created wherein an employee does not receive additional compensation for that particular job. Bid jobs shall include DARE Officer, Training Officer, Crime Prevention Officer, Vehicle Maintenance Officer, Fire Arms Officer and other specially designated jobs which may be created during the term of this agreement. Bid jobs shall not include narcotics officer. Bid jobs will be awarded to the employee who possesses the minimum required standards. In the event there is more than one bidder for a job, and all bidders possess the minimum qualifications, the most senior bidder shall be awarded the bid job.

Section 14.3

All job opportunities shall be posted for a period of five (5) full working days on the bulletin board designated for such postings. An employee may make application or bid for any such job opportunity which has been posted. Applications will be made by filling in and signing application forms submitted by the City. If there are such postings while an employee is absent at the time of the application process, the steward shall be allowed to sign for the employee in his/her absence, provided the absent employee has given prior written authorization to the steward.

For vacancies, new jobs or promotions, a testing process shall be established by the Chief of Police.

Section 14.4

With the approval of the Chief, request for transfers or exchanges on a short term temporary basis may be permitted provided they are in accord with the overall philosophy contained herein for maintaining a balance force.

Section 14.5

The City reserves the right to reassign full or part-time employees for special temporary duty not to exceed ninety (90) days.

ARTICLE 15 HOLIDAYS

Section 15.1

Each regular full-time employee of the department, after completing the probationary period of employment, shall receive eleven (11) paid holidays per year. The following paid holidays shall be observed:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Eve Day
Good Friday	Christmas Day
Labor Day	

Any regular full-time employee who is required to work Easter Sunday will be given an additional day as a holiday.

Section 15.2

In order to qualify for holiday pay, regular employees must work their regularly scheduled work day immediately preceding and following holidays except in cases of serious illness as verified by a doctor's certificate or unless the absence is mutually agreed to in writing by the City and the Union. A regular employee qualifies for one half (1/2) day holiday pay if the employee works either the regularly scheduled work day immediately preceding or following the holiday.

Section 15.3

In the event a holiday falls within an employee's vacation period, they shall be granted an additional day's vacation.

Section 15.4

No holiday pay shall accumulate during any period of absence due to layoff, unpaid leave of absence, sick leave or job related injury of more than sixty (60) days.

Section 15.5

Holidays may be accumulated from year to year and may be used in increments of four (4) hours unless less than four (4) hours remains and then such time may be used in the total sum of time remaining. Taking of such time shall be subject to Department head approval, which approval shall not be unjustly denied. Effective July 1, 2005 holidays earned after July 1, 2005 must be used within twelve (12) months from the date they are earned.

Section 15.6

For pay purposes, holidays begin at 12:00 midnight and end twenty-four (24) hours later. However, shifts that start less than two (2) hours prior to midnight will be paid for the entire shift at the rate of pay applicable after midnight. Shifts or squads that start two (2) hours or more prior to midnight will be paid for the entire shift at the rate of pay applicable prior to midnight.

Section 15.7

For purposes of this paragraph holiday pay means a regular full-time employee shall accumulate the appropriate amount of time earned according to this Article as an accumulated holiday which shall be used by the employee in accordance with paragraph 5 of this Article.

Section 15.8

An employee required to work on any recognized paid holiday shall be paid one and one-half times the employee's straight time hourly rate for all hours worked, plus the employee shall be allowed an additional day off with pay at a later date. Holiday pay will be at the employee's normal pay for the week for which he would have been scheduled to work.

Part-time employees shall be paid time and one-half (1 1/2) the employee's straight time rate for all hours worked on said holiday.

Section 15.9

An employee may lock in the date(s) of vacation, use of comp time or holiday time by giving the department head 30 days written notice of the day(s) the employee wishes to be gone. The department head may cancel the time off which had been requested under this section only under emergency circumstances.

ARTICLE 16 VACATION

Section 16.1

Regular full-time employees shall be entitled to vacation as follows:

Forty hours (5 days) vacation after completion of one (1) year;

Eighty hours (10 days) vacation after completion of two (2) years;

One hundred four hours (13 days) vacation after completion of five (5) years;

One hundred twenty hours (15 days) vacation after completion of ten (10) years;

One hundred forty-four hours (18 days) vacation after completion of fifteen (15) years;

One hundred sixty hours (20 days) vacation after completion of twenty (20) years.

Two hundred hours (25 days) vacation after completion of twenty-five (25) years.

Section 16.2

Regular full-time employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 16.3

If a regular full-time employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement or resignation in good standing. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

Section 16.4

The schedule for vacation dates for any calendar year will be from January 1 through December 31.

Section 16.5

Sworn personnel and civilian regular full-time employees shall schedule their vacations prior to March 1, and may use their seniority to select vacation dates.

Section 16.6

Selection of a split vacation will be allowed. Dispatchers may take vacation in one-day increments. Officers may take one week of vacation in one-day increments. The third week of vacation may be fractured after the banked holidays per Article 15.5 have been used. In the event that less than five (5) days remain, the employee may use the remainder of the vacation in an increment not less than the number of days remaining. Employees splitting their vacation may use their seniority for the selection of vacation dates for the first segment of their vacation but will be allowed to schedule their second segment of vacation on open dates only after others with lesser seniority have scheduled their vacation or first segment of vacation. Vacations taken between January 1 and March 1 will not be considered as a choice in the vacation selection process. Employees wishing to use their seniority to take their vacation between these dates must submit their request to their commanding officer between November 1 and December 1 of the preceding year. If two or more requests are submitted for the same vacation period, seniority will be used as the determining factor. Vacation requests for January and February submitted after December 1 will be honored on a first-come, first-served basis, with seniority being

the determining factor if two requests are submitted on the same day. However, after March 1 of any calendar year any employee who has not selected his vacation time can only take vacation at a time available that has not been selected by others, including those who have selected the second segment of a split vacation.

Section 16.7

Vacations may start at any time during the week and, upon prior approval, holiday time or comp time accumulated will be allowed to be taken with vacations.

ARTICLE 17 CASUAL DAYS

Section 17.1

There shall be two (2) casual days for regular full-time employees which may be taken annually with the following limitations:

1. A written notice of the employee's request for a casual day and the date of the casual day shall be given to the department head not less than five (5) days in advance of the date requested as a casual day.
2. All employee requests for casual days must be approved by the head of the department.
3. No more than one employee per department may be off the same day.
4. In the event more than one employee requests the same time off, the employee with the greatest seniority shall be given preference.
5. Casual days will be paid at the regular straight time rate of pay.

Section 17.2

Casual days may be used by taking full or partial days with a minimum of two(2) hour increments. Casual days will not accumulate from year to year.

ARTICLE 18 SICK LEAVE

Section 18.1

Each regular full-time employee shall earn sick leave at the rate of two (2) days per month after the first six (6) months of continuous employment.

Section 18.2

Unused sick leave will accumulate at the rate of twelve (12) days per year for the first year of service and twenty-four (24) days per year for each year of service thereafter with a maximum accumulation of one hundred thirty (130) days. Sick leave days shall be used for purposes of sickness only. An employee may use up to 40 hours of sick leave per year for family sickness or injury.

Section 18.3

Sick leave shall not accumulate during any period of absence due to layoff, unpaid leave of absence, sick leave or job related injury of more than sixty (60) days.

Section 18.4

Doctor and dental appointments may be used as sick leave time provided the Employer is given a two (2) day notification of the appointment, unless it is an emergency. This time is to be taken in four (4) hour minimum blocks and the Employer may require verification that the appointment was kept.

Section 18.5

Sick leave must be used in increments of not less than one (1) hour. Any hour or portion thereof for which an employee is away from work on sick leave shall be charged to the employee as a full hour.

Section 18.6

If an employee is unable to work due to injury or illness for a period of more than two (2) working days, the employee must submit a statement of reason from the employee's doctor.

Section 18.7

Any employee who is injured or disabled while either self-employed or employed by another Employer on a regular or part-time continuing basis, is not entitled to use City sick leave.

Section 18.8

If any employee is injured or ill, the employee shall be responsible for notifying the department not less than sixty (60) minutes prior to the commencement of the employee's shift.

Section 18.9

Sick leave will be paid at the regular straight time rate of pay.

Section 18.10

Regular full-time employees who do not have sufficient accumulations of sick leave to cover absences may use accumulated paid vacation or may be eligible for unpaid leaves of absence, according to the provisions of the Articles governing these matters.

Section 18.11

Sick leave shall be uniformly posted on a monthly basis for all employees.

Section 18.12

Any absence resulting from a duty-connected injury shall not be deducted from the employee's accumulated sick leave time except that an employee may use sick leave benefits up until workers compensation starts to cover the employee.

Section 18.13

Sick leave may be paid out upon qualified termination of employment wherein the employee shall be reimbursed for 10% of unused accumulated sick leave at the employee's current straight time hourly rate.

ARTICLE 19 LEAVE OF ABSENCE

Section 19.1

A request for leave of absence must be submitted to the employee's department head or designee setting out the circumstances in full as to why such a leave is desired. The request will be considered on the basis of the work load existing or anticipated in the employee's department and the circumstances of the request. A leave of absence is not permitted unless first approved by the department head or his designee.

Section 19.2

All leaves of absence shall be without pay unless otherwise specifically provided.

Section 19.3

The maximum leave of absence shall be for twelve (12) months. During the period of absence, the employee shall not engage in gainful employment without prior permission from the department head or his designee.

Section 19.4

While on an approved leave of absence, an employee shall be allowed to continue to accrue seniority for the first sixty (60) days of the approved leave. Seniority for a leave of absence shall not continue to accrue for any period of time exceeding sixty (60) days in any one year during which the employee is absent from service. Seniority accumulated prior to the leave shall not be affected while on an approved leave of absence.

Section 19.5

Any leave of absence relating to this Article shall not be computed as working time for the purpose of accruing vacation allowances, sick leave, longevity pay or any other benefit. The City shall not be responsible for the payment of the premium for any benefits for an employee on an approved leave of absence. Employees who are enrolled in the group insurance programs of the Employer and who are on leave of absence must make arrangements for premium payments through the City Clerk's office, provided this is acceptable to the group insurance carrier.

ARTICLE 20 JURY DUTY - WITNESS DUTY

Section 20.1

If a regular full-time employee is called for jury duty, the City will pay the difference in jury duty pay and a regular eight (8) hour days earnings. A certificate from the Clerk of Court showing dates of service and earnings while on the jury must be submitted to the department head upon returning to work. If released from jury duty prior to the completion of one-half of the employee's regular shift, the employee must return to work.

Section 20.2

Any regular full-time employee subpoenaed to appear before a court or other public body for any civil or criminal matter in which they are not personally involved (as a plaintiff or defendant) will receive full pay, less any witness fee, for any time lost.

ARTICLE 21 FUNERAL LEAVE

Section 21.1

Five (5) days funeral leave with pay will be granted a regular full-time employee for the death of a member of the employee's immediate family. Immediate family is defined as spouse, father, mother, children, stepchildren, brothers and sisters.

Section 21.2

Three (3) days funeral leave with pay will be granted a regular full-time employee for the death of the following members of the employee's and spouse's family— grandchildren, grandparents, parent-in-law, brother-in-law and sister-in-law.

Section 21.3

In the event of a death of other members of the regular full-time employees' family, the employee may, with the approval of the department head, be granted time off not to exceed one (1) day with pay, which must be spent in attendance at the funeral. For purposes of this paragraph, other members of the employee's family shall constitute stepmother, stepfather, stepsister, stepbrother, aunts and uncles.

Section 21.4

A regular employee will be allowed time off with pay to be a pall bearer or to attend the funeral of a fellow worker who was currently employed by the City, provided, however, that permission is granted by the supervisor or department head.

Section 21.5

In order to qualify for compensable funeral leave time, the days must fall within the employee's regularly scheduled work week and be used to make arrangements for or attend the funeral. Pay for funeral leave shall be at the employee's regular rate of pay and for the number of hours the employee would regularly have been scheduled to work on that day. Funeral leave is not compensable when the employee is on approved leave of absence, vacation or layoff. The City may require proof of attendance.

ARTICLE 22 UNIFORMS

Section 22.1

Each officer shall be issued items as specified in Appendix A (attached and part of this Agreement). After an employee completes one year of employment, the City will provide up to \$300 per year to each officer for reimbursement for replacement clothing and equipment (normal wear and tear). Employees shall properly care for all clothing and equipment. Any damage to the clothing or equipment as a result of the employee's neglect shall be repaired or replaced at the employee's expense. Upon termination of employment, equipment furnished by the City shall be returned to the City. Effective July 1, 2007 the allowance shall be \$325.

Section 22.2

After an employee completes one year of employment, the City will provide up to \$300 per year to each detective/investigator for reimbursement for replacement clothing and equipment (normal wear and tear). After an employee completes one year of employment, the City will provide up to \$125 per year to each full time dispatcher (\$62.50) to each part time dispatcher for reimbursement for replacement clothing and equipment (normal wear and tear). Employees shall properly care for all clothing and equipment. Any damage to the clothing or equipment as a result of the employee's neglect shall be repaired or replaced at the employee's expense. Upon termination of employment, equipment furnished by the City shall be returned to the City. Effective July 1, 2007 the detective/investigator allowance shall be \$325.

ARTICLE 23 PAY DAY

Section 23.1

Pay day shall be every other Friday. In the event this day is a holiday, the preceding day shall be pay day.

Section 23.2

Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

ARTICLE 24 INSURANCE

Section 24.1

Each regular full-time employee and the employee's family shall be provided at City expense a health and major medical insurance policy at least equivalent to the following:

Effective July 1, 2005 the insurance coverage shall be as follows:

Deductible \$250-\$500

Out of Pocket Max \$250-\$500

Employee family contribution \$20

Effective July 1, 2006 the insurance coverage shall be as follows:

Deductible \$250-\$500

Out of Pocket Max \$500-\$1000

Employee family contribution \$40

Effective July 1, 2007 the insurance coverage shall be as follows:

Deductible \$250-\$500

Out of Pocket Max \$750-\$1500

Employee family contribution \$50

Each regular full-time police officer shall be required to undergo an annual physical examination, paid for by the Employer.

The Employer shall provide the police officer with a Physicians Report form to be completed by the examining physician, which report shall be returned to the City Clerk for filing.

Section 24.2

The City will maintain \$10,000.00 of term life insurance for all regular full-time employees.

Section 24.3

The City will maintain a dental plan of its choosing for regular full-time employees. The City further agrees, should the employee so desire, to pay the full costs of family dental care coverage under the dental care coverage plan which is currently in effect.

Section 24.4

All coverages are subject to the terms and conditions of the carrier's policy.

Section 24.5

The physical fitness program agreement signed April 29, 1992, shall become a part of this Agreement by this reference as though fully set forth herein. The physical fitness program is attached to this Agreement and marked Exhibit C.

ARTICLE 25 LONGEVITY

Section 25.1

Longevity rates shall be effective and paid commencing with the first pay period following entitlement based upon the regular full-time employee's individual anniversary date of full-time employment. Longevity rate shall be applied as follows:

4 years of service	- \$15.00 per month
8 years of service	- 30.00 per month
12 years of service	- 45.00 per month
16 years of service	- 60.00 per month
20 years of service	- 75.00 per month
24 years of service	- 90.00 per month
28 years of service	- 105.00 per month
32 years of service	- 120.00 per month

ARTICLE 26 WAGE SCHEDULES

Section 26.1

Rates of pay for all job classifications are as listed on the Wage Schedule which is marked Exhibit A, attached to this Agreement and by this reference incorporated herein as though fully set forth.

ARTICLE 27 SEPARABILITY AND SAVINGS

Section 27.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, that provision shall be deleted and the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28 SAFETY FOR DISPATCHERS

Section 28.1

If dispatchers are required to act as matrons, they shall be properly trained in all areas including safety and shall be released from any personal liability. Dispatchers will do same sex searches only.

ARTICLE 29
TERM OF AGREEMENT

Section 29.1

This Agreement shall be in full force and effect from July 1, 2005 to and including June 30, 2008, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by September 15th of the year preceding the year of expiration.

Signed this 6th day of June, 2005.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

by Gary G. Durham
Gary G. Durham, Secretary-Treasurer

by James Tuecke
Jim Tuecke, Business Representative

Approved and ratified by the Independence City Council this 14 day of FEBRUARY, 2005.

CITY OF INDEPENDENCE, IOWA

by Alan D. Johnson
Alan Johnson, City Manager

ATTEST:

Debra A. Lynn
Debra A. Lynn, City Clerk

EXHIBIT A

Wage Progression:

Newly certified officers will be paid the following:

90% of base pay for the first three months of employment;

100% of base pay for time after the completion of the first three months of employment.

Newly hired officers who are not certified police officers will be paid the following:

85% of base pay for the first six months of employment;

90% until certification by the Iowa Law Enforcement Academy;

100% after certification by the Iowa Law Enforcement Academy.

	Effective 7/1/2005	Effective 7/1/2006	Effective 7/1/2007
PATROLMAN:	\$18.12	\$18.72	\$19.37
SERGEANTS:	\$18.62	\$19.22	\$19.87
CORPORAL:	\$18.37	\$18.97	\$19.62
RADIO OPERATORS:			
New	\$14.35	\$14.85	\$15.40
After one year	\$14.57	\$15.07	\$15.62
After two years	\$14.92	\$15.42	\$15.97

EXHIBIT B
INDEPENDENCE, IOWA ABSENTEEISM POLICY

RATIONALE:

The City of Independence provides 24 hour a day service to the citizens of Independence. To ensure a safe adequate staffing to accomplish its mission, employees are expected to be available when each shift begins on their assigned days of work. However, it is recognized that a situation may occur, such as illness or accident, which prevents an employee from reporting to work as scheduled. Provisions for these occasions have been made as employee benefits e.e. sick leave and enforced leave due to family emergency. Employees are expected to use this time wisely, taking advantage of accrual to safeguard against the loss of pay during a period of prolonged illness. Absenteeism is defined as absences for any reason when the employee does not have appropriate sick leave, vacation or compensatory time to use. Excessive use or abuse of sick leave is unacceptable.

1. DEFINITIONS:

- A. Absenteeism - absences for any reason when the employee does not have the appropriate sick leave, vacation or compensatory time to use. Absences shall not be considered absenteeism when absence is due to:
 - 1. Unpaid leave approved in advance in accordance with contract.
 - 2. Paid leave approved in advance in accordance with the contract.
 - 3. Disciplinary action.
 - 4. Disabilities covered by Worker's Compensation provided the claim is filed in accordance with City policy.
- B. Excessive Sick Time Use - when more than six separate incidents have been used during a six month period.
- C. Abuse of Sick Leave - two incidents off without pay status, that is, exhaustion of sick leave, compensatory time and vacation, within a 12 month period or use of sick leave for inappropriate reasons.

2. SICK LEAVE USAGE:

Sick leave usage will be monitored monthly by supervisors and employees will be advised when the sixth incident of sick leave usage occurs that they have reached the limit. A written record of usage will be presented to the employee. Three months after that written notice, if the number of absences has continued, the employee will be required to submit a letter from their personal physician stating that their current health status has been evaluated and a treatment regime instituted to resolve any health issues which would lead to excessive use of sick leave. If the employee exhausts the benefit days, that is without pay status, the supervisor will advise the employee in writing that continued exhaustion will be considered abuse of sick leave. Upon the next incident of benefit time exhaustion (without pay), the steps of discipline will be initiated progressing with each succeeding incident of time exhaustion up to and including dismissal. To interrupt the Steps of Discipline, an employee must experience 12 month of work without exhaustion of benefit days.

Those employees who are afflicted with a chronic or long term illness may have the above discipline waived by presenting a letter from their physician stating the nature of illness, that, that condition is being treated and the estimated time for resolution. It is understood that some conditions are permanent, i.e. diabetes, hypertension, etc. Resolution means a state of treatment which brings some control to the employee's physical health and permits that employee to continue to meet regular work schedule commitments. If the physician determines the employee cannot return to regular work assignment, the Employer may have the employee evaluated at a clinic as determined by the City to determine work capacity and/or disability. If the employee cannot fulfill the work requirements and job expectations of existing job vacancies, the employee will be terminated from employment.

3. VERIFICATION:

The employee's supervisor may require verification for any use of sick leave after the employee has been absent for one day. To be valid, the verification must contain:

- Date of illness or accident;
- Nature of illness;
- Any restrictions affecting work assignment;
- Expected date of return to duty;
- Written signature of health care provider;
- Stamped names or those written by someone other than the health care provider will not be accepted.

4. EMPLOYEE'S RESPONSIBILITIES:

All employees shall be responsible for the following:

1. Make every effort to be at work on time every scheduled workday.
2. Personally notify the supervisor or designated staff member of absence at least one-half hour prior to the start of the shift. Calls from relatives or friends will not be accepted as notice except in cases of dire emergency.
3. Complete the Application for Leave form as soon as possible. Complete Deviation from Work form for absences up to two hours with the permission of supervisor.
4. Give as much advanced notice as possible when time will be needed for appointments, surgery, funerals, etc.
5. Provide physician verification when requested.

5. SUPERVISOR'S RESPONSIBILITY:

All supervisors shall be responsible for the following:

1. Receive notice of sickness or emergencies and make appropriate staffing adjustments.
2. Monitor the use of sick leave for each employee.
3. Counsel with the employee when sick leave usage becomes excessive.
4. Present the employee with appropriate documentation of sick leave usage.
5. Counsel with the employee when sick leave usage becomes abusive.
6. Initiate progressive discipline when absenteeism of any employee becomes excessive.

EXHIBIT C
CITY OF INDEPENDENCE POLICE DEPARTMENT

PHYSICAL FITNESS PROGRAM:

1. The City will continue its mandatory physical fitness and assessment program and provide employees with all equipment necessary to comply with City policy, excepting shoes, running gear, clothing or towels. The employee will participate in a program developed by the Physical Fitness Training Officer and approved by the employee's physician with the City paying for the initial doctor visit. The initial physical examination shall be done by the physician completing a physical examination form as supplied by the City which form is to provide for a standard physical examination for all employees. If during the initial physical examination, a doctor should find that the results indicate further testing is necessary, then and in that event, said further testing will be at the City's expense. If the employee should desire further testing or examination beyond that required for the standardized physical examination, then and in that event, said additional testing shall be at employee's expense.

An employee will be exempted from the test if certified by the employee's physician. If the City has a disagreement regarding the exemption or fitness program to be utilized, the employee may seek an independent medical examination which shall be paid at the City's expense. If this second matter shall be submitted to a third physician who is mutually agreed to by the City, the employee and the Union. The decision of this third physician shall be binding on all parties. The cost of this third physician shall be paid one-half (1/2) by the City and one-half (1/2) by the employee.

If the City's physician determines that the employee is able to perform the assessment, the employee may seek independent medical evaluation, which shall be at the employee's expense, and if a disagreement exists, the matter shall be submitted to a third physician whose decision is binding on all parties. The costs of this third physician shall be paid one-half (1/2) by the City and one-half (1/2) by the employee.

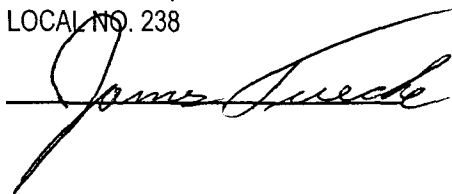
2. An employee will not be disciplined if the employee either meets or exceeds the physical fitness criteria developed by the City in order to meet the fitness test component. The City shall require documentation of the employee's compliance with the physical fitness criteria.
3. After the initial assessment, the employee will be assessed annually for compliance with the physical fitness criteria. The first assessment will be performed between July 15 and August 1, 1992, and July 15 and August 1 of each year thereafter. Should an employee fail any portion of the assessment, said employee will be given an additional ninety (90) days. If there has been no significant improvement, the City may modify the prescription, a medical evaluation may be made by the employee's physician to ascertain the employee's physical ability or lack thereof to perform the test, said medical evaluation to be at City's expense. If a medically verified reason is not present, the City may issue to the employee a memorandum of non-compliance and, if employee shows no improvement in the next ninety (90) day period, may implement progressive discipline pursuant to the Collective Bargaining Agreement.

Termination will occur only upon non-compliance in conjunction with a refusal by employee to participate in the physical fitness program of the Department. It is the purpose of this program that a good faith effort by made by all officers to comply with the physical fitness standards established for each officer. If an officer provides a good faith effort to meet their respective physical goals, termination will not be an option for administrative discipline.

4. An officer who passes all mandatory physical fitness tests after the initial testing each year, shall receive six (6) hours of compensatory time. If an officer fails any part of the initial annual physical fitness test, but subsequently passes all parts of the total physical assessment testing, then and in that event, said officer shall receive four (4) hours of compensatory time for the passing of all mandatory physical fitness tests.
5. The City recognizes that if an employee is assigned an exercise program, the employee is covered by Workmen's Compensation Insurance for the purposes of any injuries the employee may suffer during participation in the exercise program.
6. The City agrees to remove and destroy all prior fitness records of members which exist prior to July 1, 1992, from the personnel files for the bargaining group members.

Signed this 6th day of June, 2005

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL NO. 238



CITY OF INDEPENDENCE, IOWA
POLICE DEPARTMENT



APPENDIX A ITEMS OF CLOTHING AND EQUIPMENT

Hat and cap (winter and summer)	1 each
Shirt (long sleeve)	3 each
Shirt (short sleeve)	3 each
Trousers	3 each
Ties	2 each
Uniform mock turtleneck	2 each
Gloves	1 pair
Winter coat	1 each
Rain gear (Coat)	1 each
Light spring coat (windbreaker)	1 each
Shoes	1 pair
Winter boots	1 pair
Duty Belts (Inner and Outer)	1 each
Duty weapon and holster	1
Loading magazines	3
Cap Stun with case (or other chemical agent)	1
Impact weapon with case	1
Name Plate with serving since bar	1
Handcuffs with double carry case	1
Uniform brass, patches and identification	as required
Silent key holder	1
Badges	2
Glove case (latex gloves)	1
Pat down gloves	1 pair
Small tape recorder	1
Duty radio, radio charger and lapel radio mic	1
Duty radio holder	1
Ticket holder case	1
Form holder case	1
Camera with case	1
Body armor	1